

Fill in this information to identify the case:

Debtor 1 Curae Health, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05665

FILED

NOV 06 2018

**U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN****Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Wells Fargo Vendor Financial Services, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>GE Capital c/o Ricoh USA Program, IKON Financial Services</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>WVFS - Bankruptcy</u> Name <u>PO Box 13708</u> Number Street <u>Macon</u> <u>GA</u> <u>31208</u> City State ZIP Code Contact phone <u>800-480-6513</u> Contact email <u>Christine.Etheridge@leasingconnection.com</u>	Where should payments to the creditor be sent? (if different) <u>WVFS - Bankruptcy</u> Name <u>PO Box 931093</u> Number Street <u>Atlanta</u> <u>GA</u> <u>31193</u> City State ZIP Code Contact phone <u>800-480-6513</u> Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9 9 5 1

7. How much is the claim? \$ 23,942.57. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Executory Contract/ Unexpired Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 23,942.57

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2018
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Christine	Rachel	Etheridge
	First name	Middle name	Last name
Title	Loan Adjustor		
Company	Wells Fargo Vendor Financial Services, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1738 Bass Rd		
	Number	Street	
	Macon	GA	31210
	City	State	ZIP Code
Contact phone	800-480-6513		Email

Wells Fargo Vendor Financial Services, LLC
FKA GE Capital Information Technology
Solutions, LLC

Bankruptcy Administration
P.O. Box 13708
Macon, GA 31208-3708
Phone: 1-800-480-6513
Fax: 478-405-4043

CLASSIFICATION OF CLAIM

Debtor Curae Health Inc
Chapter 11
Date Filed 8/24/2018
Case # 18-05665

Last 4 of Acct#:	3982	
Effective Date:	09/30/2014	
Terms	36 Months	
Equipment:	Ricoh MP301SPF W914P202224	Ricoh MP3353SP E764L100281
	Ricoh MP301SPF W914P203427	Ricoh MP5002SP W534L500129
	Ricoh MP301SPF W914P203359	Ricoh MP5002SP W534L500093
	Ricoh MP301SPF W914P203550	Ricoh MP5002SP W534L500128
	Ricoh MP301SPF W914P202960	Ricoh MP5002SP W534L5001034
	Ricoh MP301SPF W914P203420	Ricoh MP5002Sp W534L500298
	Ricoh MP301SPF W914P203352	Ricoh MP5002Sp W534L500088
	Ricoh MP3353SP E763L900374	Ricoh MP5002SP W534L500106
	Ricoh MP3353SP E764L100284	Ricoh MP7502SP W874L400323
	Ricoh MP3353SP E763L900591	Ricoh MP7502SP W874L500098
	Ricoh MP3353SP E763L900584	Ricoh MP7502SP W874L700264
	Ricoh MP3353SP E763L900398	Ricoh MP7502SP W874L800832
	Ricoh MP3353SP E764L100246	Ricoh MPC3503 E164M360157
	Ricoh MP3353SP E763L900589	Ricoh MPC3503 E164M460303
	Ricoh MP3353SP E763L900027	
UNSECURED NON-PRIORITY CLAIM:		Pre-Petition Lease Default
	Accrued Renewal	\$ 17,908.72
	Late Charges	\$ 2,585.38
	Property Taxes	\$ 2,051.08
TOTAL CLAIM:		\$ 22,545.18

Last 4 of Acct#:	3982A	
Effective Date:	09/30/2014	
Terms:	36 Months	
Equipment:	Ricoh PB1040 PAFD E054P702506	
	Ricoh PB1040 PAFD E054P701206	
UNSECURED NON-PRIORITY CLAIM:		Pre-Petition Lease Default
	Accrued Renewal	\$ 25.73
	Late Charges	\$ 30.00
TOTAL CLAIM:		\$ 55.73

Last 4 of Acct#:	9557	
Effective Date:	01/27/2016	
Terms:	36 Months	
Equipment:	Ricoh Sp5210SF S9149400051	
UNSECURED NON-PRIORITY CLAIM:		Pre-Petition Lease Default
	Accrued Rent	\$ 493.84
	Remaining Rent - 12 months (11/6/16 - 11/5/17)	\$ 617.30
	Less 3% Present Value Discount of Remaining Rent	\$ (4.61)
	Late Charges	\$ 71.91
	Property Taxes	\$ 163.22
TOTAL CLAIM:		\$ 1,341.66

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RICOH

**HEALTHTRUST (HPG)
FMV LEASE / PURCHASE
ORDER AGREEMENT
RICOH AMERICAS CORPORATION**

LEASE PAYMENT SCHEDULE			
Number of Payments	36	Payment Frequency	Monthly
Payment Amount	\$4,610.93	Contract Term	36 Months
Plus Tax			
Total Payment Amount		End of Lease Option	FMV
Advance Payment Amount			

IMPORTANT: READ BEFORE SIGNING. THE PURCHASING AGREEMENT, THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT AND PURCHASING AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS IT IS EXECUTED BY US.

Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: Alliance Health Partners, LLC d.b.a. Trl Lakes Medical Center	
By: <i>SANDRA AMOS</i>	Title: Funding Specialist	By: <i>Chad Miller</i>	Title: CFO
Print Name: Sandra Amos		Print Name: Chad Miller	
Date Accepted: 11-7-2014		Date Signed: 3/20/14	

James W. Doucette

James W. Doucette
Sr. VP Finance & Treasurer

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Addendum 1
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Alliance Health Partners, LLC

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	ER Desk	Batesville	MS	38606		
Unit # 1	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
MPX-3550	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10811617	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Physical Therapy	Batesville	MS	38606		
Unit # 2	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
Ricoh MP171	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10817845	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
Serial V409504937							
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Emergency Clinic	Batesville	MS	38606		
Unit # 3	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
Ricoh MP171	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10817810	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
Serial V408506011	410203	Paper Feed Unit	\$ -	1	\$ -		
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Labor and Delivery	Batesville	MS	38606		
Unit # 4	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
Ricoh MP161	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10817845	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
Serial M017850055							
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Keating Rd	Social Services	Batesville	MS	38605		
Unit # 6	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
MPX-3550	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10811614	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	435 Hwy. 6	Pediatric Clinic	Batesville	MS	38606		
Unit # 8	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
MPX-3550	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10811616	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
		TOTAL	\$ 49.23		\$49.23	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	105 John R. Lovebach Dr	OB Clinic	Batesville	MS	38606		
Unit # 7	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacem							
MPX-3550	410185	Ricoh MP301SPF	\$ 41.90	1	\$ 41.90		
10811613	PS-NW5C2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
		TOTAL	\$ 49.23		\$49.23	0.0140	

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Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	101 Medical Way	Sleep Lab	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
HP CM2320d	416185	Ricoh MP2015PF	\$ 41.00	1	\$ 41.00		
Serial 400428MIU	PS-NWSC2	Network Print/Scan Connection (Seq. 2)	\$ 7.33	1	\$ 7.33		
		TOTAL	\$ 48.33		\$ 48.33	0.0140	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	105 John R Lovelace Dr	OB Clinic	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Canon IR2270	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 12114	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	435 Hwy. 6	Pediatric Clinic	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 3025	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 13766	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	568 Hwy 6 East	Adult Medicine	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 2650	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 17851	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	353 Medical Way	Respiratory Therapy	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 3350B	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 14791	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
Serial ID 165804122	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Keating Rd	SCU	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 2851	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 11633	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
Serial ID 1659761060	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Keating Rd	CD	Batesville	MS	38606		
Unit #	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 2851	416789	Ricoh MP3353	\$ 102.09	1	\$ 102.09		
IDA 11630	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
Serial ID 1659191601	PS-NWSC3	Network Print/Scan Connection (Seq. 3)	\$ 7.33	1	\$ 7.33		
	416850	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$ 124.53	0.0003	

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Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Keeling Rd	IDP	Batesville	MS	38606		
Unit # 15	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 2851	416337	Ricoh MP3353	\$ 102.99	1	\$ 102.99		
ID# 11632	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
Serial V430160092	PS-NW5C4	Network Print/Scan Connection (Sag. 3)	\$ 7.33	1	\$ 7.33		
	416350	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$124.53	0.0063	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Laboratory	Batesville	MS	38606		
Unit # 16	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 4000	410789	Ricoh MP3353	\$ 102.99	1	\$ 102.99		
ID# 11602	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
Serial M5595100123	PS-NW5C4	Network Print/Scan Connection (Sag. 3)	\$ 7.33	1	\$ 7.33		
	416350	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$124.53	0.0063	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Speechy Clinic	Batesville	MS	38606		
Unit # 17	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Cenex IR12801 - Leuner	416760	Ricoh MP3353	\$ 102.99	1	\$ 102.99		
ID# 11693	416337	FAC52 Cabinet	\$ 4.89	1	\$ 4.89		
	PS-NW5C4	Network Print/Scan Connection (Sag. 3)	\$ 7.33	1	\$ 7.33		
	416350	Fax Option	\$ 9.32	1	\$ 9.32		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 124.53		\$124.53	0.0063	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Radiology Admissions	Batesville	MS	38606		
Unit # 18	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP3353	416050	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
ID# 11602	PS-NW5C4	Network Print/Scan Connection (Sag. 4)	\$ 7.33	1	\$ 7.33		
Serial J45595011552	416407	FAC52 Cabinet	\$ 2.55	1	\$ 2.55		
	416150	Fax Option	\$ 10.22	1	\$ 10.22		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 152.27		\$152.27	0.0050	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Keeling Rd	APS	Batesville	MS	38606		
Unit # 19	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh 2851	416337	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
ID# 11631	PS-NW5C4	Network Print/Scan Connection (Sag. 4)	\$ 7.33	1	\$ 7.33		
Serial V430160092	416407	FAC52 Cabinet	\$ 2.55	1	\$ 2.55		
	416150	Fax Option	\$ 10.22	1	\$ 10.22		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 152.27		\$152.27	0.0050	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Collections	Batesville	MS	38606		
Unit # 20	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP4000	416050	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
ID# 11603	PS-NW5C4	Network Print/Scan Connection (Sag. 4)	\$ 7.33	1	\$ 7.33		
Serial M5595001265	416407	FAC52 Cabinet	\$ 2.55	1	\$ 2.55		
	416150	Fax Option	\$ 10.22	1	\$ 10.22		
	006428MIU	ESP XG-PCS-15D	\$ -		\$ -		
		TOTAL	\$ 152.27		\$152.27	0.0050	

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Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	303 Medical Way	Surgery Admissions	Batesville	MS	38608		
Unit # 21	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416958	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
Id# T1523	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
Serial M5756000561	416703	Paper Feed Unit P83120 (2 x 650 Sheets)**	\$ 18.72	1	\$ 18.72		
	410158	Fax Option	\$ 10.72	1	\$ 10.72		
	000428MIU	ESP XG-PCS-150	\$ -	1	\$ -		
		TOTAL	\$ 168.46		\$168.46	0.0050	

Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	155 Keating Rd	Medical Records-Behavioral Health	Batesville	MS	38608		
Unit # 22	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416958	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
Id# T1523	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
Serial M5756000563	416703	Paper Feed Unit P83120 (2 x 650 Sheets)**	\$ 18.72	1	\$ 18.72		
	410158	Fax Option	\$ 10.72	1	\$ 10.72		
	000428MIU	ESP XG-PCS-150	\$ -	1	\$ -		
		TOTAL	\$ 168.46		\$168.46	0.0050	

Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	303 Medical Way	Surgery	Batesville	MS	38608		
Unit # 23	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416958	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
Id# T1523	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
Serial M5756000569	416703	Paper Feed Unit P83120 (2 x 650 Sheets)**	\$ 18.72	1	\$ 18.72		
	410158	Fax Option	\$ 10.72	1	\$ 10.72		
	000428MIU	ESP XG-PCS-150	\$ -	1	\$ -		
		TOTAL	\$ 168.46		\$168.46	0.0050	

Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	303 Medical Way	Materials	Batesville	MS	38608		
Unit # 24	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416958	Ricoh MP 5002SP**	\$ 131.67	1	\$ 131.67		
Id# T1523	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
Serial M5756000577	416703	Paper Feed Unit P83120 (2 x 650 Sheets)**	\$ 18.72	1	\$ 18.72		
	416058	SR3020 1,000-Sheet Finisher**	\$ 18.65	1	\$ 18.65		
	416058	Bridge Unit	\$ 2.70	1	\$ 2.70		
	410164	Fax Option	\$ 10.72	1	\$ 10.72		
	000428MIU	ESP XG-PCS-150	\$ -	1	\$ -		
		TOTAL	\$ 188.69		\$188.69	0.0056	

Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	303 Medical Way	Accounting	Batesville	MS	38608		
Unit # 25	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416379	MP7502SP	\$ 258.13	1	\$ 258.13		
Id# T1568	416220	Copy Tray	\$ 1.80	1	\$ 1.80		
Serial M5756000571	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
	416912	Fax Option	\$ 9.76	1	\$ 9.76		
	000429MIU	ESP XG-PCS-200	\$ -	1	\$ -		
		TOTAL	\$ 277.12		\$277.12	0.0040	

Ship to:	Address 1	Address 2	City	State	Zip		
Tul Lake Medical Center	303 Medical Way	Med Surgs	Batesville	MS	38608		
Unit # 26	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacing							
Ricoh MP5000	416070	MP7502SP	\$ 258.13	1	\$ 258.13		
Id# T1547	415901	Finisher SR4060	\$ 33.62	1	\$ 33.62		
Serial M5756000584	PS-NW5C4	Network Print/Scan Connection (Seq. 4)	\$ 7.33	1	\$ 7.33		
	000429MIU	ESP XG-PCS-200	\$ -	1	\$ -		
	415912	Fax Option	\$ 9.76	1	\$ 9.76		
		TOTAL	\$ 309.74		\$309.74	0.0040	

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Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	ERC	Batesville	MS	38603		
Unit # 27	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacinq							
Ricoh MP6000	416881	MP6000SP	\$ 312.78	1	\$ 312.78		
IDA T227	416228	Copy Tray	\$ 1.90	1	\$ 1.90		
	PS-NWSEC5	Network Print/Scan Connection (Seq. 5)	\$ 7.33	1	\$ 7.33		
	000420MIU	ESP XG-PCS-260	\$ -	1	\$ -		
	416823	Postscript	\$ 30.85	1	\$ 30.85		
	416072	Fax Option	\$ 9.76	1	\$ 9.76		
		TOTAL	\$ 363.62		\$362.62	0.0041	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Medical Records	Batesville	MS	38606		
Unit # 28	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacinq							
Canon IRT 5076	416881	MP6000SP	\$ 312.78	1	\$ 312.78		
IDA T227	416901	Finisher SR400	\$ 33.52	1	\$ 33.52		
	PS-NWSEC5	Network Print/Scan Connection (Seq. 5)	\$ 7.33	1	\$ 7.33		
	000420MIU	ESP XG-PCS-260	\$ -	1	\$ -		
	416923	Postscript	\$ 30.85	1	\$ 30.85		
	416072	Fax Option	\$ 9.76	1	\$ 9.76		
		TOTAL	\$ 394.24		\$394.24	0.0041	

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	155 Kaeling Rd	Behavioral Health-Front	Batesville	MS	38606		
Unit # 29	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacinq							
Ricoh MPC3300	416506	Ricoh MP C3503	\$ 149.08	1	\$ 149.08		
IDA T227	PS-NWSEC5	Network & Scan Connect - Seq 5 C3	\$ 7.33	1	\$ 7.33		
Serial V150490304	416229	Finisher A140	\$ 18.05	1	\$ 18.05		
	416551	Bridge Unit BU3070	\$ 2.20	1	\$ 2.20		
	416554	Paper Feed Unit PD3160	\$ 18.72	1	\$ 18.72		
	416556	Fax Option	\$ 9.81	1	\$ 9.81		
	000420MIU	ESP XG-PCS-160	\$ -	1	\$ -		
		TOTAL	\$ 205.22		\$205.22	0.0032	BAW-0.0072

Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way	Administration	Batesville	MS	38603		
Unit # 30	Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print	
Replacinq							
Leapor CS303	416309	Ricoh MP C3503	\$ 149.08	1	\$ 149.08		
IDA T227	PS-NWSEC5	Network & Scan Connect - Seq 5 C3	\$ 7.33	1	\$ 7.33		
Serial 00W10709	416553	Finisher A140	\$ 18.05	1	\$ 18.05		
	416551	Bridge Unit BU3070	\$ 2.20	1	\$ 2.20		
	416554	Paper Feed Unit PD3160	\$ 18.72	1	\$ 18.72		
	416556	Fax Option	\$ 9.81	1	\$ 9.81		
	000420MIU	ESP XG-PCS-160	\$ -	1	\$ -		
		TOTAL	\$ 205.22		\$205.22	0.0032	BAW-0.0072

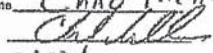
Ship to:	Address 1	Address 2	City	State	Zip		
Tri Lakes Medical Center	303 Medical Way		Batesville	MS	38606		
Product ID	Equipment / Accessories	36 Monthly Payments	Quantity	Totals MO Payment	Cost Per Copy/Print		
	Canon CR5076 Serial# FZE0120	Buyout	\$ 92.22	1	\$ 92.22		
		TOTAL	\$ 92.22		\$92.22		

Alliance Health Partners, LLC
dba: Tri Lakes Medical Center

Customer Printed Name

Customer Signature

Date

Chad Miller CFO

 3/20/14

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RICOH**FMV LEASE AGREEMENT
RICOH AMERICAS CORPORATION**

TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee to this Agreement indicated at the bottom below. When we use the words we, us, and our in this Lease, we mean the Lessor, Ricoh Americas Corporation or a third party Lessor, as assignee, as agreed in Section 5 below.

1. **LEASE.** This Lease establishes the general terms and conditions under which we lease to you the equipment described in the Order Agreement.

2. **TERM AND LEASE.** This Lease Agreement shall become effective upon acceptance and execution by Lessor and shall remain effective at least until the expiration of the Term of the Order Agreement hereunder. This Lease is effective on the date that it is accepted and signed by Lessor, and the term of this Lease begins on that date or any later date that Lessor designates (the "Commencement Date") and continues for the term stated in the Order Agreement. You authorize us to insert or correct missing information in the Order Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. As Customer will have possession of the Equipment from the date of its delivery, if Lessor accepts and signs the Order Agreement, Customer will pay Lessor interim rent for the period from the date the Equipment is delivered to Customer and the Commencement Date, as reasonably calculated by Lessor based on the Lease Payment, the number of days in that period, and a month of 30 days. Lease Payments will be due as invoiced until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Customer under the Order Agreement are paid in full. **THIS LEASE AGREEMENT AND ALL ORDER AGREEMENTS ARE NON-CANCELLABLE BY CUSTOMER. CUSTOMER'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM.** All payments shall be made to Lessor at the address indicated by Lessor in writing.

3. **REPAIR AND MAINTENANCE.** If the Order Agreement includes repair and maintenance services, such services shall be provided pursuant to the General Terms and Conditions and the Maintenance Terms and Conditions as set forth in the Order Agreement between Customer and Ricoh.

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** Unless Customer has been granted a \$1.00 purchase option, Lessor owns the Equipment. Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Order Agreement and this Lease Agreement. For all purposes under the Order Agreement and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent, which consent shall not be unreasonably withheld. If Lessor deems it reasonably necessary, Customer agrees to provide Lessor with waivers and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Lessor also has the right, at reasonable times, to inspect the Equipment.

5. **ASSIGNMENT. WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING AS A COMMERCIALLY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO US, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES.** We may assign this Lease Agreement or any Order Agreement and the Equipment and our rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Order Agreement shall release Lessor from any obligations Lessor may have to Customer. In the event this Lease Agreement or any Order Agreement is assigned by Ricoh to a Lessor, sections 5(a), 5(b) and 5(c) shall apply. (a) **Selection of Equipment/Disclaimer of Warranties:** Customer has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Customer's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to Customer "AS-IS". Customer has selected the Equipment and Lessor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Customer for the term of a Order Agreement all warranties, if any, made by Ricoh. CUSTOMER ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT AND, EXCEPT FOR THE RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT AN ORDER AGREEMENT OR THE EQUIPMENT. LESSOR SHALL NOT BE

LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A ORDER AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE OR ASSERT AGAINST RICOH.

IN THE EVENT THE PERIODIC PAYMENTS UNDER AN ORDER AGREEMENT INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT ORDER AGREEMENT IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH ORDER AGREEMENT TO THE ASSIGNEE LESSOR.

(b) **Use, Maintenance and Repair.** Customer is required, at its own cost and expense, to arrange to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, Customer agrees to remove such modifications and restore the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) **Maintenance and Additional Copy Charge Administration:** Customer acknowledges that Lessor, purely as an administrative convenience to Customer and Ricoh, may bill, collect and otherwise administer Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.

(d) These Terms and Conditions of Lease are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) days and not more than one hundred twenty (120) days written notice to Lessor prior to the expiration of the initial Term or any Renewal Term of the applicable Order Agreement, Customer at its option may (i) renew the Order Agreement for an additional term of at least twelve (12) months; (ii) exercise any applicable purchase option as specified in the applicable Order Agreement; or (iii) return the Equipment, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. If Customer fails to notify Lessor or having notified Lessor, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Order Agreement shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the initial Term of the Order Agreement.

7. **LOSS OR DAMAGE.** Except for any loss or damage caused by the acts or conduct of Ricoh, Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Customer from any obligation under an Order Agreement. Customer agrees to promptly notify Lessor in writing of any loss, destruction or damage to the Equipment and Customer will, at Lessor's option, (i) repair the Equipment to good condition and working order, (ii) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement equipment to Lessor, and such Equipment shall be subject to the Order Agreement and be deemed the Equipment, or (iii) pay to Lessor the present value of the total of all unpaid Lease Payments for the full Order Agreement term, plus either the fair market value of the Equipment at the end of the Order Agreement term or any End of Order Agreement Option price stated on the Order Agreement, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 3% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Order Agreement shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations.

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RICOH**FMV LEASE AGREEMENT
RICOH AMERICAS CORPORATION**

9. **TAXES.** Except for tax on Lessor's income, Customer agrees to pay all license and registration fees, personal property taxes, sales and use taxes and all other taxes and charges relating to the leasing, ownership, use, rental, possession, sale and use of Equipment as part of the Lease Payment or as billed by Lessor. Where taxes are paid by Lessor on Customer's behalf, Customer agrees to reimburse Lessor for all such payments.

9. **LATE CHARGES.** Only to the extent this Lease is assigned by Ricoh to a Lessor, if any Lease Payment or any other amount payable under any Order Agreement is not paid within 10 days of when due, Customer will pay to Lessor a late charge of five percent (5%) of the past due payment or \$10.00, whichever is greater, but only to the extent permitted by applicable law.

10. **INSURANCE.** Customer will provide and maintain at its own expense (i) property insurance against the loss, theft, destruction of, or damage to the Equipment for its full replacement value, naming Lessor as loss payee, and (ii) public liability and third party property insurance, naming Lessor as an additional insured. Customer will give Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Lessor, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Lessor evidence of insurance acceptable to Lessor, Lessor has the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment for the term of the applicable Order Agreement, including any renewal or extensions, from an insurer of Lessor's choice, including an insurer that is Lessor's affiliate. Lessor may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Lessor may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Order Agreement. Customer will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If Lessor purchases insurance, Customer will cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease Agreement or any Order Agreement will create an insurance relationship of any type between Lessor and any other person. Customer acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Customer if Lessor terminates any insurance coverage that Lessor arranges. If Lessor replaces or renews any insurance coverage, Lessor is not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. **DEFAULT.** Customer is in default of this Lease Agreement and any Order Agreement if any of the following occurs: (i) Customer fails to pay any Lease Payment or other sum due under any Order Agreement when due; (ii) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 30 days after notice from Lessor; (iii) Customer becomes insolvent or unable to pay its debts when due; (iv) Customer stops doing business as a going concern or transfers all or substantially all of its assets; (v) Customer makes an assignment for the benefit of creditors; (vi) Customer undergoes a substantial deterioration in its financial condition; or (vii) Customer, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. **REMEDIES.** Lessor shall have the following remedies if a default should occur: (i) Upon written notice, declare the entire balance of the unpaid Lease Payments and all amounts to become due under any Order Agreement for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Order Agreement or any other agreement plus the FMV (as defined in Section 7) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; (ii) Charge Customer interest on all monies due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; and (iii) Require that Customer return the Equipment to Lessor and in the event Customer fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of an Order Agreement unless Lessor expressly notifies Customer in writing. In the event the Equipment is returned or repossessed by Lessor and Lessor has terminated the Order Agreement, Lessor may sell or re-rent the Equipment to any persons with any terms Lessor determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent Customer's obligations to Lessor with Customer remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such rental shall be discounted to the date of the agreement at five percent (5%) per year. Customer is also required to pay (i) all expenses incurred by Lessor in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repacking and selling the Equipment, and at Customer's expense, Lessor's remedies for such default shall be

to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment. Customer agrees that any delay or failure to enforce Lessor's rights under this Lease Agreement or any Order Agreement does not prevent Lessor from enforcing any rights at a later time, provided the statute of limitations has not expired. All Lessor's remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Lessor's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. **WARRANTY OF BUSINESS PURPOSE.** Customer hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer authorizes Lessor to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest was intended to be created, but is to give public notice of Lessor's ownership of or other interest in the Equipment. If any Order Agreement is deemed at any time to be one intended as security then Customer grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. **NOTICE.** Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement, in the Order Agreement or at such other address as such party may have subsequently provided to the other party in writing.

16. **CHOICE OF LAW.** This Lease Agreement and the Order Agreements have been made in the State in which the Equipment is located and, except for local filing requirements, are governed by and construed in accordance with the laws of such State. The parties irrevocably waive any right to trial by jury.

17. **FOR MUNICIPALITIES ONLY. CUSTOMER COVENANTS:** Customer covenants and warrants that (i) if it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments as they become due and to meet its other obligations under the Lease Agreement and any Order Agreement and that such funds have not been expended for other purposes; and (ii) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Lease Agreement and any Order Agreement or the ability of the Customer to make its Lease Payments (as set out in the Order Agreement); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Lease Agreement and any Order Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; (iii) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Lease Agreement and any Order Agreement; and (iv) Customer has not previously terminated a Lease Agreement and any Order Agreement for non-appropriation, except as specifically described in a letter appended hereto.

SIGNATURES: Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) that its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Lease Agreement and any Order Agreement has been duly adopted and remains in full force and effect.

NON APPROPRIATION: In the event Customer is in default of the Lease Agreement and any Order Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Lease Agreement and any Order Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Lease Agreement and any Order Agreement during said fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Lease Agreement or other due under any Order Agreement; and (iv) there is no other legal procedure by which payment can be made to Lessor. Then, provided that (a) Customer has given Lessor written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Lessor, as Lessor in its sole discretion may desire, without any duty to account to Customer.

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RICOH**FMV LEASE AGREEMENT
RICOH AMERICAS CORPORATION**

18. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease Agreement and the Order Agreement contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Order Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

19. **UCC - ARTICLE 2A PROVISIONS.** Customer agrees that this Lease Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. Customer acknowledges that Lessor has given Customer the name of the supplier of the Equipment. Lessor hereby notifies Customer that Customer may have rights under the contract with the supplier and Customer may contact the supplier for a description of any rights or warranties that Customer may have under this Lease Agreement.

Only to the extent this Lease is assigned by Ricoh to a Lessor, Customer also waives any and all rights and remedies granted Customer under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate any Order Agreement and reject the Equipment; the right to cancel any Lease Agreement; the right to revoke acceptance of any Lease Agreement; the right to grant a security interest in the Equipment in Customer's possession and control for any reason; or the right to recover damages for any breach of warranty.

20. **FACSIMILE DOCUMENTATION.** Customer agrees that a facsimile copy of this Lease Agreement and any Order Agreements with facsimile signatures may be treated as an original for purposes of being admissible as evidence of this Lease Agreement or any Order Agreement.

Lessor: Ricoh Americas Corporation

DocuSigned by:

SANDRA AMOS747C795793E0431...
Authorized Signature**Sandra Amos Funding Specialist 11/7/2014**

Print Name & Title

Date

**Lessee: Alliance Health Partners, LLC
d.b.a. Tri Lakes Medical Center****Chad Miller**

Authorized Signature

Chad Miller CFO

Print Name & Title

Date

Federal EIN

THIS IS A COPY

This is a copy view of the Authoritative Copy held
by the designated custodian

982A

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Co-Terminus Accessory Addition Amendment

This CO-TERMINUS ACCESSORY ADDITION AMENDMENT (this "Amendment"), dated as of the 9 day of September, 2014, is to that certain agreement/product schedule no. 982A (the "Agreement"), between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or "us") and Alliance Health Partners, LLC as customer ("Customer" or "you"). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

Additional Accessory(ies) To Be Added:

Qty	Accessory Make/Model	Serial Number
1	Paper Feed Unit PB1040	
1	Paper Feed Unit PB1040	

Original Equipment/Product:

Make/Model	Serial Number
MP301SPF	W914P203301
MP301SPF	W914P202960

Minimum Periodic Payment Change (not including taxes): The minimum periodic payment required under the Agreement will increase by \$ 9.96.

Additional Provisions: You are applying to us to amend the Agreement as described above. The above Additional Accessory(ies) will be added on a "co-terminus" basis to the above Agreement (that is, the term for the Additional Accessory(ies) will expire on the same date as the term of the Agreement for the original equipment/product).

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

GE Capital Information Technology Solutions Inc

X [Signature]
Authorized Signature

9/11/14
Date

DocuSigned by:
HARPREET SINGH-NARULA 11/25/2014
Authorized Signature Date

Chad Miller
Print Authorized Signer Name

CFO
Title

HARPREET SINGH-NARULA Funding specialist
Print Authorized Signer Name Title

LSBADD ACC 04.12

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RICOH

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ORDER AGREEMENT
RICOH BUSINESS SOLUTIONS

LEASE PAYMENT SCHEDULE			
Number of Payments	36	Payment Frequency	Monthly
Payment Amount	\$123.46	Contract Term	36 Months
Plus Tax			
Total Payment Amount		End of Lease Option	Full Market Value
Advance Payment Amount			

IMPORTANT: READ BEFORE SIGNING. THE PURCHASING AGREEMENT, GENERAL TERMS AND CONDITIONS AND MAINTENANCE TERMS AND CONDITIONS OF THE ORDER AGREEMENT AND THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHALL BE READ CAREFULLY BECAUSE ONLY THOSE TERMS WHICH ARE SET FORTH HEREIN, IN THE EVENT OF A CONFLICT BETWEEN THE PURCHASING AGREEMENT, GENERAL TERMS AND CONDITIONS AND MAINTENANCE TERMS AND CONDITIONS, THE PURCHASING AGREEMENT SHALL CONTROL. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT AND PURCHASING AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT UNLESS YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THIS EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS IT IS EXECUTED BY US.

Accepted: RICOH USA, Inc. 70 Valley Stream Parkway Valley Stream, NY 11580	Customer Name: Alliance Health Partners, LLC Dba: Tri Lakes Medical Center
By: <u>Ramona Holloway</u> Title: _____	By: <u>Chad Miller</u> Title: <u>CTO</u>
Date Accepted: 2/19/2016	Date Signed: 12/11/15

Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.

James W. Doucette
James W. Doucette
Sr. VP Finance & Treasurer

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**ORDER AGREEMENT
RICOH BUSINESS SOLUTIONS****GENERAL TERMS AND CONDITIONS**

1. **Orders.** Customer may acquire products and maintenance services from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh an Order Form for acceptance. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by Ricoh to a third party Lessor and to enter into the Lease Agreement with such Lessor. These General Terms and Conditions shall be incorporated by reference into any Order Form, Lease Agreement or Maintenance Agreement; provided, however, that, in the event of any conflict between the terms of the Lease Agreement and these General Terms and Conditions, the terms of the Lease Agreement shall control and provided further that in the event that the Lease Agreement is assigned to a third party Lessor, the Lessor shall not be obligated to perform any of Ricoh's obligations under the General Terms and Conditions or Lease Agreement, the Purchasing Agreement shall control. In the event of a conflict between the General Terms and Conditions, Maintenance Terms and Conditions or Lease Agreement, the Purchasing Agreement shall control.

2. **Pricing and Charges/Payment Terms.** Pricing for Maintenance Services shall be firm for the term of the Maintenance Services, as provided in MAINTENANCE TERMS AND CONDITIONS, Section 6, hereof. Unless otherwise specified in any Order Form, payment to Ricoh for products shall be net thirty (30) days from date of the later of receipt of invoice or receipt of Equipment.

3. **Taxes.** Customer shall pay all applicable sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, possession or use of the Equipment and/or provision of Maintenance Services, with the exception of any taxes on or measured by Ricoh's and/or Lessor's net income.

4. **Entire Agreement.** The Purchasing Agreement, these General Terms and Conditions and the Maintenance Terms and Conditions below constitute the entire agreement between the parties with respect to their subject matter and supersede all proposals, oral or written, and all other communications between the parties in relation to the Equipment. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in the Purchasing Agreement, these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement, whether in writing, electronically communicated or in effect. Any and all representation, promises, warranties, or statements by any Ricoh agent, employee or representative that differ in any way from the terms of the Purchasing Agreement, these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement shall be given no force of effect.

MAINTENANCE TERMS AND CONDITIONS

1. **Maintenance Service.** Ricoh agrees to provide to Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, Ricoh shall have a reasonable time within which to respond. Maintenance will include lubrication, adjustment, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis; and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect, unless Ricoh and Customer have a written agreement providing for alternative maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or referenced in the Equipment.

2. **Exclusions To Maintenance Service.** Maintenance service provided by Ricoh under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of Customer to provide continuous and suitable installation environment with all features protected by Ricoh, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air conditioning, or humidity control; (b) Repair of damage or increase in service time caused by accident, disaster, which shall include but not be limited to fire, flood, water, wind, and lightning; and earthquakes; neglect; power vandalism; abuse or misuse; failure of the Customer to follow Ricoh's published operating instructions; and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh; (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed; (d) Replacement of parts which are consumed in normal Equipment operation, unless specifically included; (e) Furnishing supplies or accessories, packing or unpacking the Equipment or furnishing the material for repair, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachments or other devices; (f) Repair of damage, replacement of parts (due to other than normal wear) or remedial service calls caused by use of incompatible supplies; (g) Compliance with replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh; (i) Increase in service time caused by Customer denial of full and free access to the Equipment. The foregoing excluded items, if performed by Ricoh, will be charged to Customer at Ricoh's applicable time and material rates then in effect.

3. **invoicing.** Charges for maintenance service hereunder will consist of a Base Maintenance Charge, any applicable zone charge, and, if applicable, Meter Charges as stated below in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Agreement is a toner inclusive contract as set forth on the Ricoh Order Form, in accordance with the terms stated on the invoice. The Base Maintenance Charge may be invoiced in advance. The Meter Charge (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Base Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice or as otherwise provided herein.

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and initiated by Ricoh. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at Customer's request at Ricoh's applicable time and material rates and terms then in effect.

5. **Identification.** References made to the Purchasing Agreement for terms and provisions regarding Ricoh's identification of Customer.

6. **Term and Termination.** This maintenance agreement shall extend for a period of one (1) year from its commencement date and shall automatically renew on a quarterly period unless notice of nonrenewal is provided by either party within thirty (30) days of the initial or any renewal term. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance service performed by Ricoh after the termination of a maintenance agreement shall be charged to Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh.

7. **Meter Charges.** If applicable, Customer also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by Customer or at the request of Ricoh.

8. **Supplies.** If supplies are included in the service provided under this Agreement, Ricoh will supply black toner, ink and developer, unless otherwise stated in this Agreement, to Customer based upon normal yields.

9. **@Remote Services.** Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for the automation of the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected, except Protected Health Information as defined in the Purchasing Agreement, by @Remote ("Data"), is sent on the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect your document content or user information. Ricoh uses reasonably available technology to maintain the security of the Data; however, Ricoh may also use the Data, except Protected Health Information, for its normal business purposes including product development and marketing research; however, the Data will not be provided to market research consultants in a form that personally identifies you. Ricoh may dispossess the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote, however you retain ownership of the Data.

10. **Customer Obligations.** Customer shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. Customer shall provide "360 degree" service access to the Equipment subject to Customer's usual security procedures and shall use the Equipment in accordance

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ORDER AGREEMENT
RICOH BUSINESS SOLUTIONS

with the instructions of the manufacturer.

11. Use of Ricoh Recommended Supplies. Ricoh products are designed to provide optimal performance with Ricoh recommended supplies, including toner, developer and fuser oil. In the event Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Ricoh may, at its option assess a surcharge. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition that Customer use only Ricoh brand supplies.

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TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When you use the words you and your in this Lease, we mean you, or customer, which is the Lessee in this Agreement indicated at the bottom below. When we use the words we, us, and our in this Lease, we mean the Lessor, Ricoh Americas Corporation or a third party Lessor, as assigned, as agreed in Section 5 below.

1. **LEASE.** This Lease establishes the general terms and conditions under which we lease to you the equipment described in the Order Agreement, dated 11/11/2015.

2. **TERM AND LEASE.** This Lease Agreement shall become effective upon acceptance and execution by Lessor and shall remain effective at least until the expiration of the Term of the Order Agreement hereunder.

THIS LEASE IS EFFECTIVE ON THE DATE THAT IT IS ACCEPTED AND SIGNED BY LESSOR, and the term of this Lease begins on that date or any later date that Lessor designates (the "Commencement Date") and continues for the term stated in the Order Agreement. You authorize us to insert or correct missing information in the Order Agreement, including your proper legal name, serial number and any other information describing the Equipment. As Customer will have possession of the Equipment from the date of its delivery, if Lessor accepts and signs the Order Agreement, Customer will pay Lessor the amount for the period from the date the Equipment is delivered to Customer and the Commencement Date, as reasonably calculated by Lessor based on the Lease Payment, the number of days in that period, and amount of 30 days.

Lease Payments will be due as directed until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Customer under the Order Agreement are paid in full. THIS LEASE AGREEMENT AND ALL ORDER AGREEMENTS ARE NON-CANCELLABLE BY CUSTOMER. CUSTOMER'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. All payments shall be made to Lessor at the address indicated by Lessor in writing.

3. **REPAIR AND MAINTENANCE.** If the Order Agreement includes repair and maintenance services, such services shall be provided pursuant to the General Terms and Conditions, and the Maintenance Terms and Conditions as set forth in the Order Agreement between Customer and Ricoh.

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** Unless Customer has been granted a \$100 purchase option, Lessor owns the Equipment. Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Order Agreement and this Lease Agreement. For all purposes under the Order Agreement and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent, which consent shall not be unreasonably withheld. If Lessor deems it reasonably necessary, Customer agrees to provide Lessor with notices and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Lessor also has the right, at reasonable times, to inspect the Equipment.

5. **ASSIGNMENT.** WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, YOU MAY ACTING AS A COMMERCIAL REASONABLE AND PRUDENT LESSOR GIVING ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO US, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECAE THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES. We may assign the Lease Agreement or any Order Agreement and the Equipment and our rights, remedies and obligations hereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Order Agreement shall release Lessor from any obligations Lessor may have to Customer. In the event this Lease Agreement or any Order Agreement is assigned by Ricoh to a Lessor, sections 4(b), 5(b) and 6(a) shall apply. (a) Selection of Equipment/Assignment of Lease: Customer has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Customer's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to Customer "AS-IS". Customer has selected the Equipment and Lessor makes no warranties, express or implied, including warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Customer for the term of an Order Agreement a warranty, if any, made by Ricoh. CUSTOMER ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT AND, EXCEPT FOR THE RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT AN ORDER AGREEMENT OR THE EQUIPMENT. LESSOR SHALL NOT BE

LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER AN ORDER AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE OR ASSERT AGAINST RICOH.

IF THE EVENT THE PERIODIC PAYMENTS UNDER AN ORDER AGREEMENT INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT ORDER AGREEMENT IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH ORDER AGREEMENT TO THE ASSIGNEE LESSOR.

(b) ~~Use, Maintenance and Repair:~~ Customer is required, at its own cost and expense, to arrange to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certificate necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Defects relating to the Equipment; Customer agrees to remove such modifications and return the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) ~~Maintenance and Repairs:~~ ~~Customer acknowledges that Lessor, purely as an administrative convenience to Customer and Ricoh, may bill, collect and disburse against Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.~~

(d) These Terms and Conditions of Lease are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) days and not more than one hundred twenty (120) days written notice to Lessor prior to the expiration of the Lease Term or any Renewal Term of the applicable Order Agreement, Customer at its option may (i) renew the Order Agreement for an additional term of at least twelve (12) months; (ii) exercise any applicable purchase option as specified in the applicable Order Agreement; or (iii) return the Equipment, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear excepted, to a location designated by Lessor. If Customer fails to notify Lessor or having notified Lessor, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Order Agreement shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the Lease Term of the Order Agreement.

7. **LOSS OR DAMAGE.** Except for any loss or damage caused by the acts or conduct of Ricoh, Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. In such loss or damage releases Customer from any obligation under an Order Agreement. Customer agrees to promptly notify Lessor in writing of any loss, destruction or damage to the Equipment and Customer will, at Lessor's option, (i) repair the Equipment to good condition and working order; (ii) replace the Equipment with the equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement equipment to Lessor; and such Equipment shall be subject to the Order Agreement and be deemed the Equipment; or (iii) pay to Lessor the present value of the total of all unpaid Lease Payments for the full Order Agreement term, plus either the fair market value of the Equipment at the end of the Order Agreement term or any End of Order Agreement Option price stated on the Order Agreement, whichever is greater (the "Fair"), with the accelerated Lease Payments and the Fair discounted at 3% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Order Agreement shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations.

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8. **TAXES.** Except for taxes Lessor's income, Customer agrees to pay all taxes and registration fees, personal property taxes, sales and use taxes and all other taxes and charges relating to the leasing, ownership, use, rental, possession, sale and use of Equipment as part of the Lease Payment or as billed by Lessor. Where taxes are paid by Lessor on Customer's behalf, Customer agrees to reimburse Lessor for all such payments.

9. **LATE CHARGES.** Only to the extent this Lease is assigned by Ricoh to a Lessor, if any Lease Payment or any other amount payable under any Order Agreement is not paid within 10 days of when due, Customer will pay to Lessor a late charge of five percent (5%) of the past due payment or \$10.00, whichever is greater, but only to the extent permitted by applicable law.

10. **INSURANCE.** Customer will provide and maintain at its own expense (i) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its replacement value, naming Lessor as loss payee, and (ii) public liability and third party property insurance, naming Lessor as an additional insured. Customer will give Lessor certificates or other evidence of such insurance when requested. Such insurance will have a form, amount and with companies acceptable to Lessor, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Lessor evidence of insurance acceptable to Lessor, Lessor shall have the right to obtain insurance covering Lessor's interest in the Equipment for the term of the applicable Order Agreement, including any renewal or extension, from an insurer of Lessor's choice, including an insurer that is Lessor's affiliate. Lessor may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Lessor may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Order Agreement. Customer will pay the Insurance Charge in equal installments "allocated" to the "monthly" Lease Payments. If Lessor purchases insurance, Customer will cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims, including in the Lease Agreement or any Order Agreement not creating an insurance relationship or any type between Lessor and any other person. Customer acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be held to Customer if Lessor terminates any insurance coverage that Lessor arranges. If Lessor terminates or ceases any insurance coverage, Lessor is not obligated to provide replacement or alternate coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. **DEFAULT.** Customer is in default of this Lease Agreement and any Order Agreement if any of the following occurs: (i) Customer fails to pay any Lease Payment or other sum due under any Order Agreement when due; (ii) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 30 days after notice from Lessor; (iii) Customer becomes insolvent or unable to pay its debts when due; (iv) Customer stops doing business as a going concern or transfers all or substantially all of its assets; (v) Customer makes an assignment for the benefit of creditors; (vi) Customer undergoes a substantial deterioration in its financial condition; or (vii) Customer, any partner or any partner shall voluntarily file or have filed against it a bankruptcy, a petition for liquidation, reorganization, or other relief under the Federal Bankruptcy Code or any other federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. **REMEDIES.** Lessor shall have the following remedies if a default occurs: (i) Upon written notice, require the entire balance of the unpaid Lease Payments and all amounts to become due under any Order Agreement for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Order Agreement with all accelerated Lease Payments discounted at 5% per annum, but only to the extent permitted by law; (ii) Charge Customer interest on all amounts due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; and (iii) Require that Customer return the Equipment to Lessor and in the event Customer fails to return the Equipment, after upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of an Order Agreement unless Lessor expressly notifies Customer in writing. In the event the Equipment is returned or repossessed by Lessor and Lessor has terminated the Order Agreement, Lessor may sell or re-lease the Equipment to any person with any terms Lessor determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-lease to Customer's obligations to Lessor with Customer remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such rental shall be discounted to the date of the agreement at five percent (5%) per year.

Customer is also required to pay (i) all expenses incurred by Lessor in connection with the enforcement of any remedy, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and

at Customer's expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; under sell, dispose of, hold, use or rent the Equipment (as Lessor in its sole discretion may desire, without any duty to account to Customer). Customer agrees that any delay or failure to enforce Lessor's rights under this Lease Agreement or any Order Agreement does not prevent Lessor from enforcing any rights at a later time, provided the statute of limitations has not expired.

All Lessor's remedies are cumulative, and in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Lessor's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. **WARRANTY OF BUSINESS PURPOSE.** Customer hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer warrants Lessor to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest has been created, but is to give public notice of Lessor's ownership of or other interest in the Equipment. If any Credit Agreement is deemed at any time to be one intended as a security then Customer grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. **NOTICE.** Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement. In the Order Agreement or at such other address or such party may have subsequently provided to the other party in writing.

16. **CHOICE OF LAW.** This Lease Agreement and the Order Agreements have been made in the State in which the Equipment is located and, except for local filing requirements, are governed by and construed in accordance with the laws of such State. The parties irrevocably and exclusively agree to litigate any dispute.

17. **FOR-HIRE/LEASE/SALE ONLY - EXHAUSTIVE COVENANTS.** Customer covenants and warrants that (i) it has, in accordance with the requirements of law, fully exhausted and appropriated sufficient funds for the current fiscal year to make the payments as they become due and to meet its other obligations under this Lease Agreement and any Order Agreement and that such funds have not been expended for other purposes; and (ii) that there is no action, suit, proceeding or lawsuit pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Lease Agreement and any Order Agreement or the ability of the Customer to make its Lease Payments (as set out in the Order Agreement); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Lease Agreement and any Order Agreement; or (c) contest the existence and powers of the Customer; or there are any basis for any such action, suit, proceeding or investigation; (iii) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be so essential for the term of the Lease Agreement and any Order Agreement; and (iv) Customer has not previously terminated a Lease Agreement and any Order Agreement for non-appropriation, except as specifically described in a letter appended hereto.

SIGNATURES: Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authority to bind Customer. Signer(s) for Customer further warrant(s) that its governing body has taken the necessary steps including any legal requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of this Lease Agreement and any Order Agreement has been duly adopted and remains in full force and effect.

NON-APPROPRIATION: In the event Customer is in default of the Lease Agreement and any Order Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Lease Agreement and any Order Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Lease Agreement and any Order Agreement during a full fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Lease Agreement or other due under any Order Agreement; and (iv) there is no other legal procedure by which payment can be made to Lessor. Then, provided that (a) Customer has given Lessor written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any new or used Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Lessor.

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RICOH

Quote:

RICOH BUSINESS SOLUTIONS

Only to the extent this Lease is assigned by Ricoh to a Lessee, Customer also
waives any and all rights and remedies granted Customer under Sections 2A-508
through 2A-522 of the UCC including, but not limited to the right to repudiate any
Order Agreement and reject the equipment the right to cancel any Lease

Lessor: Ricoh Americas Corporation

Lessee: Allstate Health Partners, LLC
Oba, Tri Lakes Medical Center

DocuSigned by:

RAMONA HOLLOWAY

Authorized Signatory

2/19/2016

Print Name & Title

Authorized Signatory

Chad Miller CFO 12/10/15

Print Name & Title

Form 15W

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Rev. 09/10

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6779706)
WELLS FARGO VENDOR
FINANCIAL SERVICES LLC
WVFS BANKRUPTCY
PO BOX 13708
MACON GA 31208

Claim No: 115
Original Filed
Date: 11/06/2018
Original Entered
Date: 11/06/2018

Status:
Filed by: CR
Entered by: Intake1
Modified:

Amount claimed: \$23942.57

History:

[Details](#) [115-1](#) 11/06/2018 Claim #115 filed by WELLS FARGO VENDOR, Amount claimed: \$23942.57 (Intake1)

Description: (115-1) Executory Contract / Unexpired Lease

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.

Case Number: 3:18-bk-05665

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$23942.57
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		